

Electronically Recorded

Tarrant County Texas

Official Public Records

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Suzanne Henderson

Submitter: SIMPLIFILE

AMENDMENT TO OIL AND GAS LEASE

State: TEXAS

County: TARRANT

10558959

Electronically Recorded
Chesapeake Operating, Inc.

Lessor: PNL PARTNERS 2006, L.P., a Delaware limited partnership, 2100 Ross Avenue, Suite 2900, Dallas, Texas 75201

Lessee: CHESAPEAKE EXPLORATION, L.L.C., P.O. Box 18496, Oklahoma City, Oklahoma 73154; and

TOTAL E&P USA, INC., a Delaware corporation, 1201 Louisiana, Suite 1800, Houston, Texas 77002

Effective Date: April 1st, 2008

Lessee, named above, is the present owner of the Oil and Gas Lease (the "Lease"), dated **April 1st, 2008**, executed by Lessor, named above, in favor of CHESAPEAKE EXPLORATION, L.L.C., covering **7.5437 acres** of land (the "Lands"), more or less, in the county and state named above. The Lease is recorded in by Memorandum in **Instrument Number D208200808** of the Deed Records of that county.

It is also the agreement of Lessor and Lessee that Paragraph 6. shall be deleted in its entirety and replaced with the following: Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interest. The unit formed by such pooling for an oil well which is not a horizontal shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by law or the appropriate governmental authority, or, if no definition is prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means and oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production which the net acreage covered by this lease and included in the unit bears to the total gross acreage

in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

Lessor warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to execute this Amendment to extend the primary term of the Lease.

This Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions.

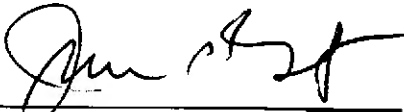
This Amendment is signed by Lessor and Lessee as of the date of acknowledgment of their respective signatures below, but is effective for all purposes as of the Effective Date stated above.

This agreement may be executed in any number of multiple counterparts, and the execution hereof by a party hereto shall be binding upon such executing party regardless of whether this agreement is executed by all signatory parties listed below.

[SIGNATURE PAGES FOLLOW]

Lessor : PNL PARTNERS 2006, L.P.

By: PNL Holdings Company, L.L.C., its General Partner

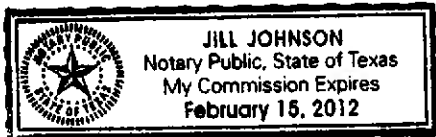
By: 
John C. Gilbert, Manager

Acknowledgment

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on this 19th day of July, 2010,
by John C. Gilbert, Manager of PNL Holdings Company, L.L.C. on behalf of said
company, as General Partner of PNL PARTNERS 2006, L.P., a Delaware limited
partnership, on behalf of said partnership




NOTARY PUBLIC, State of Texas

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154